

FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T COOPER
BURKE COUNTY, NC
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Drawn by and Return to
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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKE VISTAS SUBDIVISION
AND
LAKE VISTAS HOMEOWNERS ASSOCIATION, INC

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE VISTAS SUBDIVISION ("LAKE VISTAS Subdivision") and LAKE VISTAS HOMEOWNERS ASSOCIATION, INC ("Association"), is made this 1st day of August, 2011, by NC LAKEFRONT PROPERTIES, LLC (hereinafter referred to as "Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE VISTAS SUBDIVISION AND LAKE VISTAS HOMEOWNERS ASSOCIATION, INC (hereinafter "Declaration ")

W ITNESSETH

WHEREAS, Declarant is the owner of certain property in Burke County, North Carolina known as LAKE VISTAS Subdivision, and

WHEREAS, LAKE VISTAS Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), Plat Book 41, Pages 24-31, in the Office of the Register of Deeds for Burke County to which reference is hereby made for a more complete description and plat(s) for additional Sections made a part of this subdivision which may be recorded at a later date, and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth, and

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WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to the Declaration for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof, and

WHEREAS, Declarant desires to provide for the preservation of the values of LAKE VISTAS Subdivision made subject to the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to the Declaration and its restrictions and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of LAKE VISTAS Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns

ARTICLE I DEFINITIONS

- 1 Association. The "Association" shall mean and refer to LAKE VISTAS HOMEOWNERS ASSOCIATION, INC , a non-profit North Carolina corporation, its successors and assigns
- 2 Articles "Articles" shall mean the Articles of Incorporation of the Association and any amendments thereto
- 3 Bylaws "Bylaws" shall mean the Bylaws of the Association and any amendments thereto
- 4 Board "Board" or "Board of Directors" shall mean the Board of Directors of the Association
- 5 Act "Act" shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes
- 6 Owner "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner
- 7 Lot "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision
- 8 Dwelling "Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot
- 9 Declarant "Declarant" shall mean NC LAKEFRONT PROPERTIES, LLC, a North Carolina limited liability company and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns

- 10 Common Property "Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers, that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property, and the Common Property as may be shown on the recorded plat(s) of the LAKE VISTAS Subdivision. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.
- 11 Completion of Sales "Completion of Sales" shall mean the date on which the Declarant has conveyed all Lots to purchasers other than a successor Declarant hereunder and all of the other Additional Land has been annexed to the Property as provided in Article II Section 2.
- 12 Committee "Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article III of this Declaration.
- 13 Management Documents "Management Documents" shall mean this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations.
- 14 Rules and Regulations "Rules and Regulations" shall mean reasonable rules and regulations as may be adopted from time to time by the Association.
- 15 Special Declarant Right "Special Declarant Rights" or "Declarant's Rights" shall mean rights reserved for the benefit of the Declarant, including without limitation the Special Declarant Rights allowed to the Declarant under Section 47F-103 (28) of the Act, which include without limitation the right to elect, appoint, or remove any officer or member of the Board of Directors of the Association during the period of Declarant control. All such Special Declarant Rights, as authorized by the Act, are reserved to the Declarant.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION AND ITS RESTRICTIONS

- 1 Existing Property The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Burke County, North Carolina, and is shown on Plats recorded in Plat Book 41 and Pages 24-31 in the Office of the Register of Deeds for Burke County.
- 2 Additions to Existing Property Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association.
 - a Declarant reserves the right (but is not obligated to exercise this right) to subject to this Declaration other certain contiguous property that it owns or may acquire, which may be

developed into tracts and roadways and may later be made a part of LAKE VISTAS Subdivision. Declarant shall have and hereby reserves the right and option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Burke County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

- b. Additional residential property and common area outside of the Existing Property described in Section 1 above may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association, in future stages of development without the consent of the Association or its members.
- c. The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions of LAKE VISTAS Subdivision, with respect to the additional properties which shall extend the scheme of the Declaration and its restrictions and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary.

ARTICLE III COMMON AREA

- 1. Conveyance of Common Areas Declarant shall from time to time convey to the Association fee simple title to the Common Areas. At the time of the conveyance such Common Areas shall be free of any liens or encumbrances except for (a) ad valorem taxes prorated to the date of conveyance, (b) the restrictions and easements set forth in this Declaration, (c) other utility, drainage, and access easements, and (d) other title matters acceptable to the Association. The Association shall hold the Common Areas conveyed to it subject to the rights of Declarant set forth in the Management Documents and in the Act.
- 2. Owner's Easements of Enjoyment
 - a. The Declarant and, to the extent provided by this Declaration, every Owner, is hereby granted and shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the Owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family that reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.
 - b. Maintenance of the Common Property The Association shall be responsible for the operation,

maintenance, and repair of the Common Property

- c Rules and Regulations The Association shall have the right to adopt, publish, and enforce reasonable Rules and Regulations governing the Property, the use and enjoyment of the Common Property, and the personal conduct thereon of the Owners, their guests, invitees, tenants, and members of their families or households

ARTICLE IV
LAKE VISTAS HOMEOWNERS ASSOCIATION, INC ("Association")

- 1 Governing Body The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair, and replacement of the Property Subject to the provisions of this Declaration and unless expressly prohibited herein, the Association shall have all of the rights, powers, and authority allowed or allowable to it under the Act The Association shall be governed by a Board of Directors which can act in all instances on behalf of the Association unless the Management Documents or the Act specifically provide otherwise
- 2 Membership Every owner of a lot which is subject to this Declaration shall be a member of the Association Membership is appurtenant to a Lot and may not be assigned If and when Declarant develops additional phases in the Subdivision, the Owners of those lots shall be members of the Association The Declarant shall also be a member so long as it owns property within this expandable Subdivision
- 3 Class Membership Voting The Association shall have two (2) classes of membership
 - a Class A Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned When more than one (1) person owns an interest in a lot all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot
 - b Class B
 - i Class B members shall be entitled to vote ten (10) votes for each lot owned Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of either of the following events whichever occurs earlier
 - 1 The earlier of four months after ninety percent (90%) of all the lots in the Subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties, provided that the Class B membership shall be reinstated if thereafter additional lands are annexed to the Property as provided in Article II, or
 - 2 Ten (10) years from date of recordation of this Declaration, or
 - 3 At such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument
 - ii Upon the happening of the earliest of the three above described events Class B membership shall cease and terminate and shall be converted to Class A membership

- 4 Board of Directors There shall be five (5) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the president of the Association or by any three (3) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.
- 5 Suspension of Voting Rights The Association shall have the right to
 - a Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same, and
 - b Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer
- 6 Period of Declarant Control The period of Declarant control, during which the Declarant has the right under the Act to appoint or remove any officer or member of the Board of Directors of the Association, shall terminate upon the Completion of Sales or Ten (10) years from date of recordation of this Declaration, whichever is earlier.
- 7 Additional Phases The Declarant reserves the right (but is not obligated) to develop one or more additional phases of LAKE VISTAS Subdivision and incorporate the same within the provisions of this declaration.

ARTICLE V
COVENANTS FOR ASSESSMENTS

- 1 Covenant to Pay Assessments Lien Every Owner of a Lot, other than the Declarant, shall be obligated to pay to the Association such annual and special assessments as may be levied by the Association pursuant to the provisions of this Declaration. Any such assessment levied against a Lot remaining unpaid for a period of thirty days or longer shall constitute a lien upon that Lot when the Association files a claim of lien in the office of the Clerk of Superior Court of Burke County. The lien provided for herein, upon filing, shall be prior to all other liens and encumbrances on a Lot except (a) liens and encumbrances (specifically including without limitation any Mortgage on the Lot) recorded before the docketing of the claim of lien and (b) liens for real estate taxes and other governmental assessments and charges against the Lot. The lien may be enforced by foreclosure pursuant to Section 47-3-116 of the Act or in any other manner allowed by law.
- 2 Personal Obligation Each annual or special assessment, together with any late charges, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the owner of the Lot at the time such assessment was levied. If more than one Person held an ownership interest in the Lot at such time, the personal obligation to pay such assessment shall be both joint and several. The personal obligation for delinquent assessments shall pass to such Owner's heirs and personal representative, shall not pass to such Owner's assigns unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligation. No Owner may exempt himself from payment of assessments by waiver of use or by non-use of the Common Area or by abandonment or leasing of his Lot.
- 3 Purpose of Assessments The assessments levied by the Association shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities under the Management Documents and the Act and for all other purposes allowed or

allowable to the Association under the Management Documents and the Act

4 Annual Assessments

- a The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property, and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities, including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association. It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding of road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.
 - b The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.
 - c The annual assessment payable by each Owner shall be \$500.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year, provided the board of directors may elect to permit payment in such installments and at such times as it shall determine. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner.
 - d The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than twenty percent (20%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than twenty percent (20%).
 - e Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.
5. Special Assessments In addition to the assessments specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 4 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.
- 6 Removal of Obstructions and Unsightly Growth, Debris, and Materials

- a The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads
- b The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit
- c If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided
- d The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law, provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit

7 Duty to Make Repairs

- a Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property shall be the responsibility of the Association, with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot
- b The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the Board. No owner may waive or

otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot

- c Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, or guests. For these purposes it shall be a negligent act for any building material to be unloaded on any road or road right-of-way
- 8 Late Charges and Interest on Unpaid Assessments Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors
- 9 Lien for Unpaid Assessments
- a In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot. When a claim of lien is filed of record in the Office of the Clerk of Superior Court of Burke County, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. Fees, charges, late charges, fines and other charges are enforceable as assessments under this section
 - b To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them
 - c Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust
- 10 Fines for Violations After notice and an opportunity to be heard, the Association may impose reasonable fines or suspend privileges or services provided by the Association (except right of access to lots) for reasonable periods for violations of the Declaration and its restrictions, any separate Association Bylaws, Home Construction Guidelines and Rules and Regulations of the Association

- 11 Lots Owned by Declarant No Lot owned by Declarant shall be subject to any assessment provided in this Article V for so long as said Lot is owned by the Declarant. Upon the sale or conveyance of a Lot by the Declarant the assessments provided under this Article V shall be levied against such Lot, and the Purchaser shall pay to the Association at closing of the sale that portion of the assessment attributable to the remainder of the month in which the closing takes place.

ARTICLE VI ARCHITECTURAL CONTROL

- 1 In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "Improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The Committee will require a fee of \$250.00 to review house plans for each owner wishing to build. The review process may be subcontracted out at the discretion of the Committee.
- 2 The Committee shall consist of three persons designated or appointed from time to time by the Declarant, its successors or assigns, one of whom shall be appointed from among lot owners. After 90% of the lots in Subdivision are sold and 90% of undeveloped acreage is sold by the Declarant, its successors or assigns, said Committee shall be elected by a majority vote of the Board of Directors, provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this Subdivision have been sold.
- 3 No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. For more detailed explanations refer to Lake Rhodhiss Shoreline protection ordinance.
- 4 Before any clearing, grading or construction of any nature begins on any lot, written approval in advance must be obtained from the Committee. The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, (including exterior color, finish, and materials). The areas over which the approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, septic and repair area, the size and plan of the garage or carport location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

- 5 The Committee or its designated agents shall have ten (10) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 10 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.
- 6 The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent, of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.
- 7 Before any clearing, grading or construction begins, a \$1,000.00 refundable road repair bond must be posted with the Association. If the road shoulders and road have not been damaged during construction, the bond will be refunded. The property owner is responsible for placing and maintaining a stone driveway to facilitate the delivery and distribution of building materials at a centralized staging area on the subject lot. This driveway is to be used before and during construction, and after completion of construction, an Association representative will inspect the roads and road shoulders near and in front of the subject property. The owner (or builder) will be responsible for any necessary repairs.

ARTICLE VII GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

- 1 Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.
- 2 Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than 1,700 sq. ft. on one level and 1,900 sq. ft. on a story and a half and 2,100 sq. ft. on a two story. Before any clearing, grading or construction of any nature begins on any lot, the design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in writing in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to this Declaration.
- 3 All improvements to the lot must comply with setback requirements of Burke County and any other regulatory agencies, any requirements of the Association or Architectural Review Committee rules, regulations or Home Construction Guidelines as well as those set out in the recorded plat.

- 4 More than one lot (as shown on said plat(s)) or portions thereof may be combined to form one or more lots by, or with the written consent of, Declarant, its successors and assigns. No lot may be subdivided by sale or otherwise, except by, or with the written consent of, Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.
- 5 All driveways shall be constructed of Pavement or Concrete.
- 6 There shall be no signs, fencing, or parking permitted within the, road right-of-way.
- 7 No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing in advance by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. Two copies of all plans and related data shall be furnished to the Committee for its records, if no action is taken by the Committee within ten (10) days after plans are submitted to it, the owner may proceed to build without approval.
- 8 Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for herein below.
- 9 With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other Improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other Improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, the Association will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.
- 10 No trailer, truck, van, mobile home, motor home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary

shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

- 11 All homes constructed in LAKE VISTAS Subdivision will be supplied with water for normal domestic use from individual privately drilled wells, or must be from a public utility company, if available. If drilling a well, each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair septic field and well site.
- 12 Exposed exterior walls composed of the following materials shall be prohibited from LAKE VISTAS Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, and tar paper.
- 13 Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.
- 14 No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. No animals, reptiles or poultry of any kind, except dogs and cats and other indoor household pets may be kept on any lot except horses may be pastured on lots larger than 3 acres at the rate of one (1) horse per cleared acre, fencing must be constructed of white vinyl fencing only and there is a 20-ft easement from rear of property line. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools.
- 15 No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulations.
- 16 In addition to the easements that are shown on the recorded plats of LAKE VISTAS Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within LAKE VISTAS Subdivision. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record plats, the easements that are greater in width shall be the easements that are in effect.
- 17 Declarant reserves a temporary construction easement of twenty-five (25) feet in width along

both sides and running parallel to streets or roads, which easements shall expire eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority

- 18 No outside clotheslines shall be permitted, No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.
- 19 There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a standard pick-up truck.
- 20 No billboards or signs of any description shall be displayed upon any lot. The Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. Declarant also reserves the right to erect and maintain signs designating streets, speed limits, traffic warnings, boat storage facility, recreational areas, and any other sign that will aid in the development of LAKE VISTAS Subdivision.
- 21 Except within the building site or within 20 feet of the main dwelling, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.
- 22 It is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to LAKE VISTAS Subdivision and its recreational areas.
- 23 Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions.
- 24 Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorney's fees.
- 25 Declarant reserves the right to assign its rights to a successor who also assumes the Declarant's

responsibilities

- 26 Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect

ARTICLE VIII
CAPTIONS, ENFORCEMENT AND INVALIDATION

- 1 Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine,
- 2 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof
- 3 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees
- 4 Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect
- 5 The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes
 - a To clarify the meaning of or to correct clerical errors in the Declarations, and
 - b To correct grammar, spelling, capitalization and other matters of syntax
- 6 All other amendments to this Declaration shall require an affirmative vote of at least sixty-seven (67%) of the lot Owners and the vote of the Declarant, its successors, and assigns

ARTICLE IX
THESE RESTRICTIONS RUN WITH THE LAND

This Declaration composes the general plan of development for the Property herein described and runs with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Declaration and its provisions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-seven percent (67%) majority of the then owners of the lots and the Declarant has been recorded agreeing to change said Declaration in whole or in part

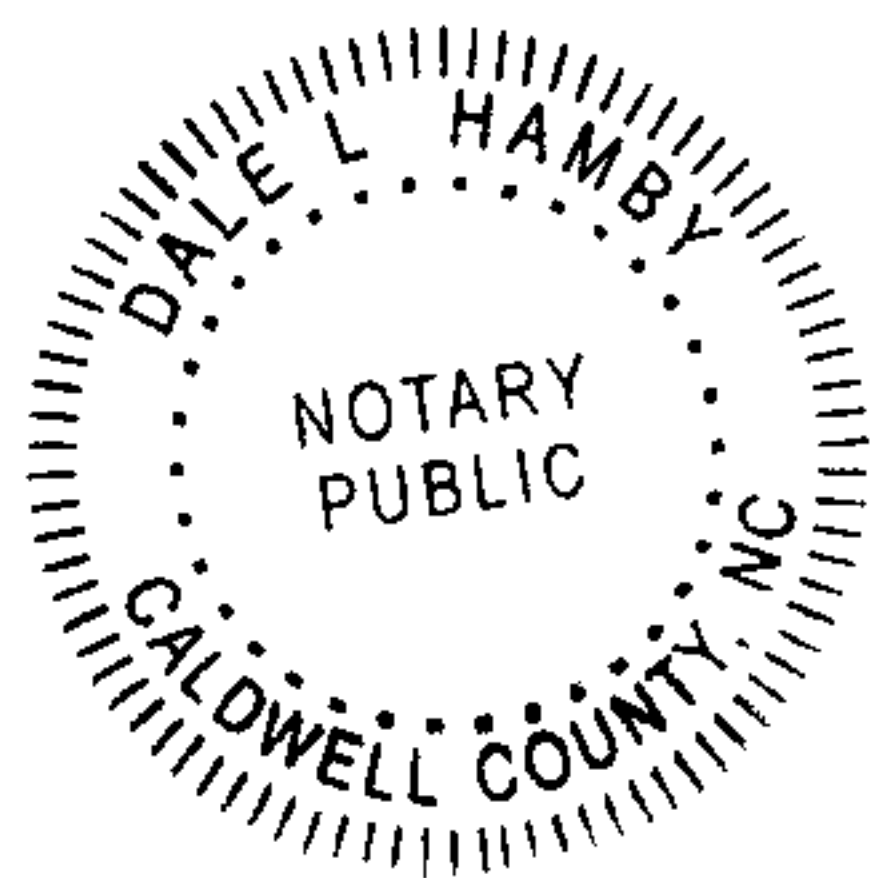
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this 1st day of August, 2011

NC LAKEFRONT PROPERTIES, LLC

BY 
Oscar Vasquez
Member and Manager

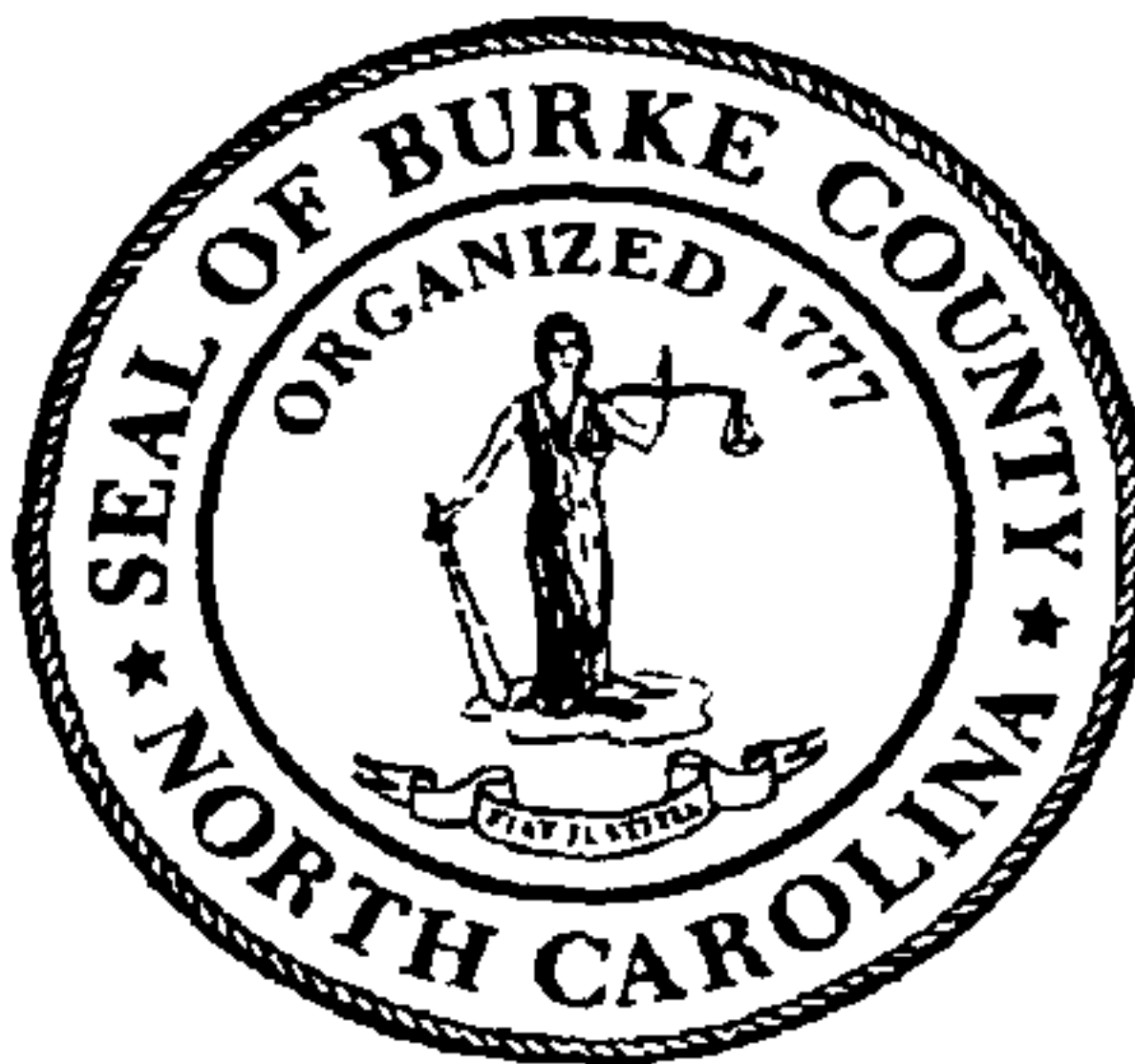
STATE OF NORTH CAROLINA
CALDWELL COUNTY

I, the undersigned Notary Public of the County and State aforesaid, certify that Oscar O Vasquez personally came before me this day and acknowledged that he is a Member and the Manager of NC LAKEFRONT PROPERTIES, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed Witness my hand and Notarial stamp or seal, this 1ST day of August, 2011





Notary Public
Print Notary Name Dale L Hamby
My Commission Expires 8/8/2015



ELIZABETH T COOPER
REGISTER OF DEEDS, BURKE
JUDICIAL BUILDING
201 SOUTH GREEN STREET
MORGANTON, NC 28655

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation

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Book: RE 1975 Page: 380-396
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